

**BASKETBALL HALL OF FAME BELFAST CLASSIC  
MULTI-TEAM EVENT AGREEMENT TO PARTICIPATE**

November 13, 2017

Mr. Nate Oats  
University at Buffalo  
Head Men's Basketball Coach  
102 Alumni Arena  
Buffalo, New York 14260

Dear Mr. Oats:

This is a Letter of Intent between the University at Buffalo ("UB"), Naismith Memorial Basketball Hall of Fame ("BHOF") and the Belfast Invitational Limited (BIL) relating to Buffalo participation in the 2018 Basketball Hall of Fame Belfast Classic ("Event"), an NCAA exempt men's basketball tournament hosted by the Naismith Memorial Basketball Hall of Fame, the Belfast Invitational Limited and Metro Atlantic Athletic Conference.

The BIL, BHOF and the University at Buffalo agree to the following terms:

1. This tournament will be conducted in accordance with all NCAA rules and regulations, including but not limited to, NCAA bylaw 17.3.5.1.1, commonly referred to as '(4) for (2) exemption' in the game schedule for the 2018 – 2019 basketball season.
2. UB will participate in (2) scheduled home games at UB (identified as Game 1 & Game 2) under the following terms:
  - a. UB agrees to make a \_\_\_\_\_ payment to the BHOF due by October 1, 2018. Said sum shall be used to cover any and all obligations of UB to pay any and all guarantee fees to any other team or opponent. No further payment shall be required from UB to any party.
  - b. BHOF agrees to negotiate guarantee fees with visiting schools and schedule opponents for Game 1 & Game 2. Guarantee fees will be paid from the \_\_\_\_\_ paid by UB to the BHOF as noted above.
  - c. Game opponents will be NCAA Division I members and mutually agreed upon between UB and BHOF.
  - d. \_\_\_\_\_
  - e. UB will be responsible for all game management/arena expenses for Game 1 & 2.
  - f. UB will be responsible and coordinate the recruitment and payment of all game officials for Game 1 and Game 2
  - g. Available dates for Game 1 & Game 2 will be identified in advance and mutually agreed upon between all parties.
  - h. BIL, BHOF and UB agree to provide each visiting institution \_\_\_\_\_ complimentary tickets to each of Game 1 & Game 2

3. UB will participate in (2) neutral site games away from the UB campus (identified as Game 3 & Game 4) currently scheduled for the SSE Arena in Belfast, Northern Ireland on Friday November 30 and Saturday December 1. Neutral site format will be a (4) team bracket comprised of UB plus three (3) other institutions.
  - a. Semifinal round on Saturday November 30 (Game 3)
  - b. Championship and 3<sup>rd</sup> place games on Sunday December 1 (Game 4)
  - c. BIL will be responsible for all game management/ arena expenses for Game 3 and Game 4.
  - d. BIL will be responsible for the recruitment and payment of all game officials expenses for Game 3 and Game 4.
  - e.
  - f. BIL will provide UB the following travel assistance:
4. BIL and BHOF retains all media broadcast rights for Game 3 & Game 4, except that UB shall have the right to grant to its local radio station(s) that broadcast(s) its regular season games the non-exclusive right to broadcast, live or on a delayed basis, any Tournament games in which UB participates. In the event that any games involving UB are not broadcast live within the United States to the state of New York, UB shall have the right to provide such live coverage through its own endeavor's. UB or its conference affiliation will maintain all media rights for the playing of Game 1 and Game 2.
5. BIL and BHOF shall retain all event sponsorship rights for Game 3 and Game 4. BIL, subject to any rights already granted to other parties and as reviewed and approved by UB representatives in advance, may be issued a limited right for sponsorships opportunities for Game 1 and Game 2. Such limited right may allow for non-exclusive sponsorships and not be in conflict and/or in competition with a current UB sponsorship partner. For further clarification, any and all UB sponsorship signage and promotional opportunities will be fulfilled and allowable for Game 1 & Game 2.
6. Use of Marks:
  - a. UB agrees that BIL, designated domestic national television partner, BHOF, SCL and MAAC will each have the limited, non-exclusive right to use the UB trademarks, service marks, logos, copyrights and related rights in connection with its advertising and promotional efforts, television coverage and otherwise in relation to the Event for the duration of this Agreement. Any use of marks must be approved by UB prior to activation.
  - b. BIL, BHOF, SCL and MAAC agrees that UB will have the right to use BIL, BHOF, SCL and MAAC logos, images and marks for the non-commercial use in connection with its advertising and promotional efforts and otherwise in connection with the Event. Any use of marks must be approved by all parties prior to activation.

7. UB Insurance:

- a. UB shall obtain and maintain for the duration of this Agreement insurance of the types and at the levels typically maintained by participating teams for events of this nature, and at minimum shall maintain \_\_\_\_\_ of general liability \_\_\_\_\_ of auto, excess liability, employers' liability and overseas travel medical insurance for student-athletes.

8. Indemnification:

- a. BIL, BHOF, SCL and MAAC shall indemnify, defend and hold UB, its trustees, officers, employees and students harmless from and against all claims, suits, damages, liabilities, losses, demands, penalties, costs and expenses (including reasonable attorneys' fees), and punitive damages of every kind and nature, by or on behalf of any person, firm, association, corporation or other entity, arising out of or directly or indirectly relating to the Event (including without limitation the basketball game) save in respect of any claims, expenses or damages arising out of the relevant party's wrongful, fraudulent or intentionally negligent or tortious acts.

9. Cancellation:

- a. BIL, BHOF and UB do not anticipate any negative issues between either side. However, to protect the Event and any advertising, promotion, or ticket sales based on the participation of UB, the BIL and BHOF will penalize UB a fee of \_\_\_\_\_ for not participating or upholding the provisions of this Agreement.

By signing the below, BHOF, BIL and UB have agreed upon the above mentioned terms and will consider this Agreement binding between each organization. Any change in the terms of this Agreement must be agreed by each of the parties in writing.

Belfast Invitational Limited

Name: Croath McGuire (Printed)

Title: CEO

Signature: [Signature]

Date: 11/2/18

University at Buffalo

Name: ERIC GROSS (Printed)

Title: Deputy Director of Athletics

Signature: [Signature]

Date: 11.30.17

The Naismith Memorial Basketball Hall of Fame Inc.

Name: GREG REED (Printed)

Title: VP Basketball Op

Signature: [Signature]

Date: 2/2/18